



ALTA Plain Language Commitment Form

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Policy contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at www.alta.org.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

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AGREEMENT TO ISSUE POLICY

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ALTA Plain Language Commitment

Prepared by:

HILL COUNTY TITLE COMPANY

P. O. Box 1688

309 Third Street

Havre, MT 59501

(406)-265-7624

TITLE INSURANCE COMMITMENT

BY

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II.
- The Conditions.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

CONDITIONS

1. DEFINITIONS

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the Public Records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section I

- or -

eliminate, with our written consent, any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

SCHEDULE A

TO: **Emax Financial & Real Estate Advisory Services, LLC**
ATTN: Michael McGuire
60 Broad Street, Suite 3501
New York, NY 10004

1. Commitment Date: **February 28, 2014 at 07:00 AM**

2. Policy or Policies to be issued: Amount Premium

(a) Owner's Policy

ALTA Own. Policy (06/17/06)

Proposed Insured:

Insured and liability amount to be determined and approved by the Company

(b) Loan Policy

ALTA Loan Policy (06/17/06)

Proposed Insured:

(c) Endorsements:

3. A Fee Simple interest in the land described in this Commitment is owned at the Commitment Date by:

The United States of America.

4. The land referred to in this Commitment is described as follows:

McCutcheon's Tract 7, according to Plat filed at Document No. 365453, records of Hill County, Montana.

(Commonly known as: 2360 1st Street NE, Havre, MT 59501)

SCHEDULE B - SECTION I
Requirements

The following requirements must be met:

- a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b) Pay us the premiums, fees and charges for the policy.
- c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- e) Release(s) or Reconveyance(s) of item(s).
- f) If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney form must be submitted for review prior to closing.
- g) You must give us the following information:
 - (1) any off record leases, surveys, etc.
 - (2) statement(s) of identity, all parties, if asked for.

SCHEDULE B - SECTION II**Exceptions**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any right, title or interest in any minerals, mineral rights or related matters, including but not limited to oil, gas, coal, and other hydrocarbons, sand, gravel or other common variety materials, whether or not shown by the public record.

The foregoing numbered exceptions (1,2,3,4,6) may be eliminated in an ALTA Extended Coverage Policy.

8. ASSESSMENTS for 2014, if any, not yet determined.
(Tax Receipt / Assessors Parcel No. 1089) (This parcel is classified as EXEMPT)
(No bill was sent out for the year 2013, per County Treasurer records.)
9. TERMS AND CONDITIONS of RIGHT OF WAY EASEMENT, dated September 4, 1945, recorded March 18, 1946, in Book 49 Deeds, Page 75, as Document No. 302700, records of Hill County, Montana, granted to The Montana Power Company, for an electric transmission system and telephone system, in E1/2E1/2 Sec. 9, T32N, R16E.

EASEMENT conveyed to Northwestern Corporation, a Delaware corporation, November 21, 2002, in Book 140 Deeds, Page 257, as Document No. 545245, records of Hill County, Montana.
10. TERMS AND CONDITIONS of RIGHT-OF-WAY EASEMENT, dated July 2, 1971, executed by Adeline W. E. McCutcheon, Grantor, to The Montana Power Company, a corporation, recorded February 25, 1972, in Book 77 Miscellaneous, Page 209, as Document No. 423820, records of Hill County, Montana, granting the right to construct, maintain, operate and remove a gas pipe line over, under, along and across: "In the North 1/2 of the North 1/2 of Section 9 T32N R16E MPM running in a Easterly direction Parallel to the East West Section Line".

EASEMENT conveyed to Northwestern Corporation, a Delaware corporation, November 21, 2002, in Book 140 Deeds, Page 257, as Document No. 545245, records of Hill County, Montana.

SCHEDULE B - SECTION II

Exceptions
(Continued)

11. SUBJECT TO conditions set forth in STATE OF MONTANA DEPARTMENT OF HEALTH AND ENVIRONMENTAL SCIENCES CERTIFICATE OF SUBDIVISION PLAT APPROVAL, filed at Document No. 513015, August 23, 1995, records of Hill County, Montana.

END OF SCHEDULE B.

**The First American Corporation
HILL COUNTY TITLE COMPANY
Privacy Policy**

We are committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our underwriter, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines, and we have adopted these guidelines that govern our use of personal information regardless of its source. These guidelines are called Fair Information Values, a copy of which can be found on First American's website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we received from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we received from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely; including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf; on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with the Privacy Policy and the Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

HILL COUNTY, MONTANA

75

corporation, whose postoffice address is Butte, Montana, the right to construct, maintain, operate and remove an electric transmission system and telephone system, as now surveyed and located over, along and across that certain real property, located in Hill County, Montana, and particularly described as follows, to-wit:

West Half of the West Half (W $\frac{1}{2}$ of W $\frac{1}{2}$) of Section 15, T 32 N, R 10 E, M. P. M.

WITNESS our hands this 12th day of February, 1946.

Andrew Lipp
Roifjourior Lipp

STATE OF MONTANA, }
County of Hill } ss.

On this 12th day of February, in the year 1946, before me, E. A. Hayes, Notary Public in and for the State aforesaid, personally appeared Andrew Lipp and Roifjourior Lipp known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the day and year in this certificate first above written.

(NOTARIAL SEAL)

E A Hayes
Notary Public for the State of Montana,
Residing at Havre, Montana
My Commission Expires March 27-1948
Filed for Record this 18th day of March A. D. 1946, at 11:30 o'clock A. M.
Earl J. Bronson, County Recorder.

Fee \$1.00 pd.

Document No. 302700
RIGHT OF WAY EASEMENT

Robert I McCutcheon and Adeline W. E. McCutcheon his wife, of Havre, Hill County, Montana, in consideration of One Dollars, and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, grants, conveys, and warrants to THE MONTANA POWER COMPANY, a corporation, whose post office address is Butte, Montana, the right to construct, maintain, operate and remove an electric transmission system and telephone system, as now surveyed and located over, along and across that certain real property, located in Hill County, Montana, and particularly described as follows, to-wit:

East $\frac{1}{2}$ of East $\frac{1}{2}$ Sect. 9 Twp. 32 N Range 16 E.M. M. Line to be run West to east (or there about) near South $\frac{1}{2}$ of above mentioned property.

WITNESS our hands this 4th day of September, 1945.

R. I. McCutcheon
Adeline W. E. McCutcheon

STATE OF MONTANA,)
County of Hill) ss.

On this 4th day of September, in the year 1945, before me, E. A. Hayes, Notary Public in and for the State aforesaid, personally appeared Robert I McCutcheon and Adeline W. E. McCutcheon known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the day and year in this certificate first above written.

(NOTARIAL SEAL)

E.A. Hayes
Notary Public for the State of Montana,
Residing at Havre, Montana.
My Commission Expires March 27th 1948
Filed for Record this 18th day of March A. D. 1946, at 11:30 o'clock A. M.
Earl J. Bronson, County Recorder.

Fee \$1.00 pd.

Document No. 302701
RIGHT OF WAY EASEMENT

Mike Meyer and Rose Meyer his wife, of Inverness, Montana, in consideration of One Dollar and other good and valuable consideration, in hand paid, the receipt of which is

1453-257 Doc

RIGHT-OF-WAY EASEMENT

INDIVIDUAL

Adeline W. E. Mc Cateheon

and XXXXXX, his wife

and _____, his wife

of Havre, Montana, in consideration of \$1.00, and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, do _____ hereby grant and convey to THE MONTANA POWER COMPANY, a corporation, whose post office address is 40 E. Broadway, Butte, Montana, and to its successors, assigns and permittees, the right to construct, maintain, operate and remove

~~an electric power line and communication system~~

a gas pipe line

over, under, along and across that certain real property located in Hill County, Montana, and particularly described as follows, to-wit:

In the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of Section 9 T32N R 16 E MPM running in a

Easterly direction Parallel to the East West Section line

Together with reasonable right of access to said right of way over and along existing roads and trails and the right to clear and remove all timber and brush from the right of way 5 feet on each side of said line and to cut and remove such trees outside of such right of way which may endanger said line or lines.

WITNESS my hand, this 2 day of July, 1971

Adeline W. E. Mc Cateheon

Montana
STATE OF Montana }
Hill } SS
COUNTY OF Hill

On this 2 day of July, 1971, before me, a Notary Public for the State of Montana, personally appeared Adeline W. E. Mc Cateheon

known to me to be the person she whose name _____ subscribed to the above instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and date first above written.

NOTARY PUBLIC for the State of Montana
Residing at Havre, Montana
My Commission Expires Jan 1, 1973

Mary Russell
Notary Public for the State of Montana
Residing at Havre
My Commission Expires Jan 1, 1973

Filed for record this _____ day of _____, 1971 at _____ o'clock _____ and Recorded in Book _____ of _____ on Page _____ of the Records of County of _____ State of Montana.

Clerk and Recorder

By _____

Project Richardson Gas Line

Map No. 17597-F

W. O. No. 2-21819

Tract No. _____

Return to: THE MONTANA POWER COMPANY
Land Department
P. O. Box 1338
Butte, Montana

423820

ADELINE W. E. MC GUTCHEON

TO

MONTANA POWER CO.

EASEMENT

FILED FOR RECORD

February 25 A.D. 1972
at 4:30 o'clock P. M. and
recorded in book 77 of
Miscellaneous on page 209
Records of Hill County, Montana

R. E. Blom
County Recorder

By Nancy E. Dwyer
Deputy

Fee \$ \$2.00 pd.

Montana Power Co.
40 Broadway
Butte, Mont. 59401



Department of Health and Environmental Sciences
STATE OF MONTANA HELENA, MONTANA 59601

September 20, 1977

John S. Anderson M.D.
DIRECTOR

Dennis Frey
1015 Washington Avenue
Havre, Montana 59501

Re: Dennis Frey COS
Hill County
No. 21-78-S7-216
E.S. S 77/1052

Dear Mr. Frey:

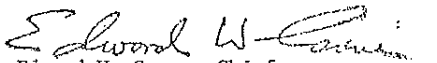
The plans and supplemental information relating to the water supply and sewage disposal facilities for the above referenced division of land have been reviewed by personnel of the Subdivision Bureau. All of the documents and data required by Section 69-5001 through 69-5009, R.C.M. 1947 have been submitted and found to be in compliance therewith.

Two copies of the certificate of subdivision plat approval are enclosed. The original is to be filed with the certificate of survey at the office of the county clerk and recorder. The duplicate is for your personal records.

Your copy is to inform you of the conditions of this approval. Please read the statement and if you have any questions contact this office at any time. In particular, I would like to emphasize that since this property is in Hill County, the Hill County Health Department must be contacted before any water supply or sewage systems are either installed or modified.

You will note that you do have specific responsibilities according to this statement, primarily with regard to informing any new owner as to the inherent limitations which have been imposed. Should you or he need additional copies of this statement, they are available from this office.

Sincerely yours,


Edward W. Casne, Chief
Subdivision Bureau
Environmental Sciences Division

EWG:AJG:sn
Enclosures

cc: Sanitarian, John C. Herndon, County Health Office, Havre 59501
City-County Planning Board, Box 1549, Havre
Environmental Quality Council, Helena

STATE OF MONTANA
DEPARTMENT OF HEALTH AND ENVIRONMENTAL SCIENCES
CERTIFICATE OF SUBDIVISION PLAT APPROVAL
(Section 69-5001 through 69-5009, R.C.M. 1947)

To: County Clerk and Recorder
Hill County
Havre, Montana

No. 21-78-S7-216
E.S. S 77/1052

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as

A tract of land as shown in the NE 1/4 NE 1/4 of Section 9, T32N, R16E, M.P.M. situated in Hill County, State of Montana, which is more particularly described as follows:

Beginning at a point 30.00 feet south of the north line and 60.00 feet west of the East line of section 9, T32N, R16E, M.P.M.; thence S 0° 03' E, 208.00 feet; thence S 89° 58' W, 219.88 feet; thence N 0° 02' W, 208.00 feet; thence N 89° 58' E, 219.82 feet to the point of beginning, and containing 1.05 acres.

consisting of one (1) lot located in Hill County, Montana, have been reviewed by personnel of the Subdivision Bureau, and,

THAT the documents and data required by Section 69-5001 through 69-5009, R.C.M. 1947 and the rules of the Department of Health and Environmental Sciences made and promulgated pursuant thereto have been submitted and found to be in compliance therewith, and,

THAT approval of the certificate of survey of said subdivision is made with the understanding that the following conditions shall be met:

THAT the lot size as indicated on the certificate of survey to be filed with the county clerk and recorder will not be further altered without approval, and,

THAT the lot is used for a single-family dwelling, and,

THAT there is an existing well and septic tank system to serve the lot, and,

THAT when the present sewage disposal system is in need of extensive repairs or replacement it shall be replaced by a septic tank and subsurface drainfield of such size and description as will comply with Hill County Septic System Regulations and MAC 16-2.14(10)-S14340, and,

THAT when the existing water supply system is in need of extensive repairs or replacement it shall be replaced by a drilled well to a minimum depth of 100 feet constructed in accordance with the criteria established in MAC 16-2.14(10)-S14340 and the most current standards of the Department of Health and Environmental Sciences, and,

THAT this certificate is not in any way to be construed as to be an implied warranty either favorable or unfavorable with respect to the individual water supply and sewage disposal systems, and,

THAT the bottom of the drainfield shall be at least four feet above the water table, and,

THAT no sewage disposal system shall be constructed within 100 feet of the maximum highwater level of a 100 year flood of any stream, lake, watercourse, or irrigation ditch, nor within 100 feet of any domestic water supply source, and,

THAT water supply and sewage disposal systems will be located as shown on the approved plans, and,

THAT plans for replacement water and individual sewage systems will be reviewed and approved by the Hill County Health Department before construction is started, and,

THAT the developer shall provide the purchaser of property with a copy of the certificate of survey, approved location of water supply and sewage disposal system and a copy of this document, and,

No. 21-78-S7-216
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Page 2

THAT instruments of transfer for this property shall contain reference to these conditions, and,


THAT departure from any criteria set forth in the approved plans and specifications and MAC 16-2.14(10)-S14340 when erecting a structure and appurtenant facilities in said subdivision without Department approval, is grounds for injunction by the Department of Health and Environmental Sciences.

YOU ARE REQUESTED to record this certificate by attaching it to the certificate of survey of said subdivision filed in your office as required by law.

DATED this 16th day of September, 1977.

A.C. KNIGHT, M.D., F.C.C.P.
DIRECTOR

By:


Edward W. Casne, Chief
Subdivision Bureau
Environmental Sciences Division



513015

STATE OF MONTANA } SS
COUNTY OF HILL
Filed at 1:10 5th day PM

ON AUG. 23, 1995

DIANE E. MELLER

COUNTY CLERK

BY *Diane E. Meller* DEPUTY

FEES: \$ 500 CHG

FILED BY : *mm*
HILL COUNTY TITLE CO.,
HAVER, MONTANA